

CITY OF OELWEIN, OELWEIN, IOWA  
AND  
OELWEIN FIRE FIGHTERS LOCAL #1663  
JULY 1, 2007 TO JUNE 30, 2010

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## **AGREEMENT**

This Agreement made and entered into by and between the City of Oelwein hereinafter referred to as Employer, and Oelwein Fire Fighters Local #1663 hereinafter referred to as the Union. Oelwein Fire Fighters Local #1663 is the exclusive bargaining representative for Oelwein Fire Fighters of the Oelwein Fire Department as approved in the election held May 1, 1975, in Oelwein Iowa. (Public Employees Board, Case #64.)

### **ARTICLE 1**

#### **LIMITATIONS**

- 1.1 Should any portion of the Agreement during the life of the Agreement be rendered invalid by State or Federal legislation, the remainder of the Agreement will remain in full force and effect for the life of this Agreement.
- 1.2 Special rules and limitations shall follow law of the State of Iowa Public Employees Relation Act.
- 1.3 Consideration given to the above, the provisions appearing herein represent the total Agreement between the parties.

### **ARTICLE 2**

#### **RECOGNITION**

- 2.1 The City recognizes the Union as the sole and exclusive bargaining representative of the employees in the Bargaining Unit as defined below, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and all other conditions of employment.
- 2.2 The term "Employee" whenever used in this Agreement refers only to those employees included in the Bargaining Unit.
- 2.3 A supervisor shall not perform work of the type customarily performed by employees within the Bargaining Unit except as follows:
  - (A) In instruction or training of employees;
  - (B) In emergencies when employees are not immediately available;
  - (C) Duties of an experimental or tryout nature;

- (D) Duties which the supervisor customarily performed prior to the making of this agreement.
  - (E) When regular employees are not available to perform normal operations.
- 2.4 Except where otherwise specified in this Agreement the appropriate representative of the City shall be the City Administrator, his deputy or appointee who shall act as Personnel Officer, and who shall have authority to enforce and interpret this Agreement as the sole representative of the City.

### ARTICLE 3

#### PURPOSE AND INTENT OF THE PARTIES

- 3.1 The purpose of the City and the Union in entering into this Labor Contract is to set forth their Agreement on wages, rates of pay, hours of work and other conditions of employment to achieve the highest level of employee performance consistent with safety, good health and sustained effort.
- 3.2 The City and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.
- 3.3 The parties acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by Law from the area of Collective Bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, Therefore, the Union, for the life of this Agreement recognizing the right of the parties to mutually agree to discuss any subject or matter not specifically referred to or covered in this Agreement. Matters involving disputes as to the application or interpretations of this Agreement shall be processed through the Grievance Procedure.
- 3.4 No waiver or variation of the terms of this Agreement shall be by agreement between any City representatives and any individual employee or group of employees unless such agreement is within the full knowledge of and sanctioned by the City and the Union. Further, any such waiver or variation of the terms of this Agreement by either party shall not constitute a precedent in the future enforcement of

all terms and conditions herein.

- 3.5 In the event both the City and the Union mutually agree in writing to amend or modify any terms or provisions of this Agreement such amendment or modification in writing shall be subject to the approval of the Mayor and Council and the Business Representative of the Union and will not be in effect until such approval is given. In the event of disapproval of the Mayor and Council or the Business Representative of the Union, said amendment or modification shall be null and void and of no force or effect.

#### ARTICLE 4

##### RESPONSIBILITIES OF THE PARTIES

- 4.1 Each of the parties hereto acknowledges the right and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.
- 4.2 The City agrees that there shall be no discrimination or coercion by any of its representatives against any employee because of his membership in the Union or because of race, creed, color, age, sex, or national origin.
- 4.3 The Union agrees that neither it or any of its officers, agents, or members will attempt to intimidate or coerce any employee into membership in the Union.
- 4.4 The Union agrees that there shall be no Union activity or any kind such as solicitation for membership, collection of Union Dues, etc., during the hours from 7:00 A.M. to 5:00 P.M. except as specifically provided for in this Agreement.
- 4.5 The City and the Union agree that the grievance and arbitration procedures provided herein shall be the sole and exclusive means of resolving all grievances arising under this Agreement. Accordingly, neither the Union nor the employees in the Bargaining Unit will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of the work of the City. In the event that any employee or group of employees covered by this Agreement shall, during its term, participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the City, to direct such employee or group of employees to cease such activities and resume work at once. In the event the employee or employees do not immediately return to work the City may discipline to the extent of discharge or such employee or employees.

In the event of any strike, slowdown, concerted work stoppage, or any other intentional interruption, the Union agrees that the local Business Agent shall make a public statement to the effect that the action is illegal, and that the Union or its members have no right to the action.

## ARTICLE 5

### GRIEVANCE PROCEDURE

- 5.1 In any case involving an employee grievance, in which the employee is covered by Civil Service, the employee shall make and sign a written request that the grievance shall be handled through either the grievance procedure specified herein or through the Civil Service procedure, and specifically waiving the right of the use of the other procedure not chosen. In no case shall an employee be permitted to process a grievance by both methods.
- 5.2 There shall be a Shop Steward or Alternate, who shall be elected by the employees of the Bargaining Unit in a method determined by the Union. It shall be the duty of this Steward or Alternate to handle disputes and process grievances in accordance with Steps 1 and 2 of this Grievance Procedure. The City shall recognize only such Union Representative as certified in writing to the City by the Union.
- 5.3 For purposes of clarification, for this Article only, a day shall be described as the same as a working day for City Hall.
- 5.4 A grievance is defined as any dispute arising between the parties as to the application or interpretation of or compliance with the terms of this Agreement. The City and the Union agree that every effort should be made to settle such grievance promptly in the lowest step possible as outlined in the following manner:

Step 1. In the event an employee has a grievance, as spelled out in Paragraph 1 of this Section, he shall within five (5) working days from the date of the incident creating the alleged grievance accompanied by his Steward, first seek to adjust and settle the grievance with the Fire Chief. The Fire Chief shall give his oral answer within five (5) working days.

Step 2. If the grievance is not settled to the satisfaction of the employee and the Union

Representative in Step 1, then the matter shall be reduced to writing, signed by the aggrieved and presented to the Fire Chief, by the Steward or Alternate and the employee within five (5) working days after the Fire Chief gives his verbal answer.

The Fire Chief shall make an investigation of any matter referred to him under this Section, and meet with the appropriate Steward or Alternate and the party filing the grievance within five (5) working days of receipt of such written notice. The Fire Chief shall answer the grievance in writing within five (5) working days after the meeting.

Step 3. If the grievance is not settled in Step 2 the written grievance may be presented to the City Administrator within five (5) working days after the Fire Chief gives his written answer. The party filing the grievance and the Shop Steward or Alternate shall meet with the City Administrator within ten (10) working days after the grievance is received by the City Administrator at a time and place mutually agreed by the parties. The Union may, in this Step 3, request the presence of Bargaining Unit employees who previously took part in the case and such request shall be considered by the City. The City Administrator shall give his written answer to the grievance within five (5) working days from the conclusion of the meeting.

Step 4. (A) If the grievance has not been settled in Step 3 the matter may be referred to arbitration by notification in writing to the City Administrator by certified mail no later than five (5) working days from the date of the written answer to Step 3.

(B) The arbitrator shall be agreed upon by the City and the Union. Failure to agree on an arbitrator within ten (10) working days following notice of appeal to arbitration, either party may request the Iowa Public Employees Relations Board to name five (5) arbitrators. From this list the Union shall first strike the names of two (2). The City shall then strike the names of two (2). The person whose name remains on the list shall be the designated arbitrator. The arbitrator shall meet with parties and make written opinion. His decision shall be final and binding upon both parties.

(C) The arbitrator's decision must be based upon an interpretation of the provisions of this Agreement and he shall have no power to add to, take from, amend, modify, or alter this Agreement.

(D) It is agreed that the arbitrator can act only on one grievance at one time and they shall not be grouped or combined, unless mutually agreed to by both parties.

(E) Each party shall bear the expenses of preparing and presenting its case in arbitration. The cost of the impartial arbitrator and any other expense mutually incurred shall be borne equally by the parties hereto.

- 5.5 A Union Steward or Alternate, upon requesting the permission of the Fire Chief, may be allowed sufficient time off from his job without loss of pay to handle grievances for designated employees and negotiations with the City.
- 5.6 Any grievance not appealed by the Union from one Step to the next within the proper time limitations shall be considered as settled on the basis of the last decision given, but shall not necessarily set a precedent to any subsequent grievance of a similar nature. The Union will let the City know in writing the reason for dropping the grievance. Time limitations in the various Steps may be extended by mutual Agreement.
- 5.7 Should the City desire, it may utilize the Grievance Procedure. Such grievance would be instituted in Step 3.

## ARTICLE 6

### RIGHTS OF MANAGEMENT

- 6.1 This Agreement shall not interfere with, modify or limit the City in the exercise of its function of control and management of the City. The directions of the working forces remains as the exclusive right of the City and said powers and rights shall be exercised in accordance with this agreement.
- 6.2 The right to manage the City's business and to direct the

working forces includes, among other things: to select and to hire new employees, to determine the number of employees needed at any time and to suspend or discharge for just cause, to determine and assign duties, to transfer or relieve employees from duty because of lack of work or other reasons consistent with efficiency, to determine the types of machinery, methods, tools, and processes to be utilized, to contract out the work required in its business so long as regular employees are not laid off, to maintain discipline and institute and enforce rules and regulations not inconsistent with the provisions of the Agreement and recognizing the employee's right to grieve with respect to any penalties involved hereunder, to determine a fair day's work and to be the judge of the qualifications of employees as determined by normal and accepted standards, including practical tests of required skills, reference work records, physical and mental examinations and employment applications, and to choose, control and direct the supervisory staff of the City. City decisions with respect to maintenance of discipline and instituting and enforcing rules and regulations, determination of a fair day's work and the judgment of employee qualifications shall be subject to grievance procedure.

- 6.3 It may be necessary from time to time for the City to establish new Departments and classifications or to group, modify or alter existing Departments or classifications. In this event, the City shall place the new or modified classification in the proper Labor Grade based on required skill, ability and other such appropriate criteria. The Union shall be notified of any such changes as soon as possible and in the event that the Union disagrees with the action by the City in this respect the grievance procedure as set forth herein may be utilized.

## ARTICLE 7

### PERFORMANCE STANDARDS

The Union hereby pledges for itself and all its members, the employees of the City, that they will perform their work effectively and efficiently to the best of their ability, and will cooperate in the introduction of such methods, techniques, and procedures of operation as the City may introduce or put into effect for the purpose of better and more effective operation to the end that the City may increase the quality and efficiency operation. It is further



recognized that all articles of this Agreement will remain contingent upon performance standards or norms that may be established and/or revised, notwithstanding the existence of prior performance levels, norms or standards and that such standards shall be developed by usual work measurement procedures, and may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees, and those employees who work at less than acceptable levels of performance may be subject to disciplinary measure in accordance with City and Department rules and regulations.

#### ARTICLE 8

- 8.1 It is agreed that in the event of any action imposed upon the employer by the State of Iowa, relating to a freeze on spending or on taxation shall, unless waived by the City, be cause for reopening negotiations of this Contract, in order to maintain a balanced budget of the City, with reduction of operating costs as the goal of both Employer and Union.

#### ARTICLE 9

##### TRAINING

- 9.1 In the interest of continuing education and the advancement and updating of current skills and knowledge of Fire Department personnel, the City does hereby agree to encourage and support bona fide job related non-in-house training sessions, and will reimburse the employee up to \$250.00 per Contract Year for justifiable expenses such as meals, travel, tuition as per the City Personnel Manual. Such training programs must be pre-approved by the Fire Chief.

The City will endeavor to secure Federal funding to send one career firefighter per contract year to the National Fire Academy in Emmitsburg, Maryland.

#### ARTICLE 10

##### WORKWEEK

- 10.1 The work schedule shall be determined by the Fire Chief.
- 10.2 Elsewhere in this contract where references to hours or days appear (11.2, 14.1, 14.2, 16.1 & 19.1) they shall be equally proportionate to those hours or days as spelled out under the 56 hour workweek.

- 10.3 Overtime Hours -- the employee shall be paid time and one-half (1 1/2) for overtime hours. Employees may be asked to take off compensatory hours during a pay period to avoid overtime costs at time and one-half (1 1/2) compensatory hours for each overtime hour. Whenever an employee is called back to duty when not scheduled, he shall receive a minimum of two hours pay at overtime rate.
- 10.4 Employees shall have the right to exchange shifts when the above does not interfere with the operation of the Department subject to the approval of the Fire Chief.

## ARTICLE 11

### HOLIDAYS

- 11.1 The following holidays shall be observed by full-time employees:

New Year's Day	January 1st
Washington's Birthday	February 22nd
Memorial Day	As observed by Federal Government
July 4th	
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Christmas Day	December 25th
Employee's Birthday	
Easter Sunday	

Holiday pay will be paid to the person who works the actual holiday.

- 11.2 When a holiday falls on a scheduled workday and the employee works he will have the option of taking double-time and one-half in salary or straight time in salary plus one and one-half (1 1/2) times the hours worked on the holiday in compensatory time off. Requests for compensatory time must be arranged in advance with the Fire Chief or his designee. Final decision as to time off must rest with the Fire Chief.

When a fireman works on a holiday he will receive time and one-half (1 1/2) times his hourly rate of working the holiday. Any fireman not on duty will receive holiday pay at straight time of eleven (11) hours.

## ARTICLE 12

## BULLETIN BOARD

- 12.1 A bulletin board shall be provided at each building where an employee works, wherein postings of Union meetings, social activities, and other such information may be displayed. No prior approval shall be necessary for the above items.

## ARTICLE 13

### INSURANCE

- 13.1 The City will maintain a group medical and life insurance policy whose benefits are comparable to the policy in existence January 1, 2006 for full-time employees and family and will pay the cost of premiums in effect as of December 31, 1994 less \$1.56 per month paid by the employee. Any increase in premiums after that date will be split -- 90% to be paid by the City and 10% to be paid by the employee.
- 13.2 The Employer agrees to maintain the Civil Service Retirement for the benefit of the employees.

## ARTICLE 14

### VACATIONS

- 14.1 Vacations shall be earned in the following manner:

Employees who have completed one (1) year service from their anniversary date shall receive one (1) week vacation at fifty-six (56) hours regular pay. Employees who have completed two (2) years of service from their anniversary date shall receive two (2) weeks vacation at one hundred twelve (112) hours regular pay. Employees who have completed seven (7) years of service from their anniversary date shall receive three (3) weeks vacation at one hundred sixty-eight (168) hours regular pay. Employees who have completed seventeen (17) years of service from their anniversary date shall receive two hundred twenty-four (224) hours regular pay. Employees who have completed twenty (20) years service from their anniversary date shall receive five (5) weeks at two hundred eighty (280) hours regular pay. Regular straight time hourly rate for the purpose of determining the amount of vacation pay means the regular rate at time of taking the vacation.

All vacation earned must be taken each year by the employee and no employee shall be entitled to vacation pay in lieu of

vacation.

- 14.2 In addition to the employee's yearly vacation each employee will be allowed up to three (3) personal days off with pay per year. A personal day for firemen shall be counted as eleven (11) hours. Therefore, Firemen shall be allowed a total of thirty-three (33) hours as personal days off from the job each year. Their personal days must be used within the year, and may not accumulate from year to year. Also, the personal days off must be scheduled at least three (3) days in advance and are subject to prior approval of the Fire Chief and no more than one man will be permitted off per shift. Personal days can be taken in one (1) hour increments. No personal days may be taken during the first 90 days of employment. During the first year of employment the new employee may take no more than one (1) personal day per quarter.

## ARTICLE 15

### FUNERAL LEAVE

- 15.1 Three (3) consecutive days funeral leave with pay will be granted if during the scheduled work days, running through the date immediately following funeral for the death of:

Parents	Brothers
Spouse	Sisters
Children	Grandparents
Father-In-Law	Grandchildren
Mother-In-Law	Step-Father
Sister-In-Law	Step-Mother
Brother-In-Law	Step-Child

Employer hereby agrees to grant additional days without pay for any of the above mentioned deaths, when funeral is held outside of the State of Iowa, to a maximum of five (5) days total leave for any one funeral attended.

Any employee may use a maximum of one (1) day funeral leave for the purpose of service as a pallbearer not in connection with any of the above.

## ARTICLE 16

### SICK LEAVE

- 16.1 Sick leave shall be earned at the rate of one and one-half (1 1/2) days per month at the employee's regular rate of pay, not to exceed one hundred twenty-six (126) days cumulative.

Sick leave shall not be used for injuries covered by Workmen's Compensation. Sick leave shall be used for medical reasons. Employee may use up to two (2) days leave for family emergencies, subject to the approval of the Fire Chief, to be deducted from sick leave. Firemen shall have seventeen (17) hours per 243 hours worked at regular rate, not to exceed 1,386 hours. Sick leave will accumulate during the probationary period, however the new employee shall not be entitled to sick leave pay until after the completion of 90 days employment.

- 16.2 If a holiday falls during a period the employee is on sick leave, the holiday will be observed by the employee. The holiday will not be counted as a sick day.
- 16.3 An Employee who has used no sick leave between January 1 and June 30 shall receive one extra personal day in the following six months. An employee who uses no sick leave between July 1 and December 31 shall receive one extra personal day in the following six months.
- 16.4 The City and Union will comply with the provision of the Family and Medical Leave Act of 1993.

#### ARTICLE 17

##### LONGEVITY PAY

- 17.1 In addition to the wages for all employees under the term of the Agreement as stated herein, each employee shall be paid longevity as follows:

After 3 years service	\$25.00 per month additional
After 5 years service	42.50 per month additional
After 10 years service	50.00 per month additional
After 15 years service	70.00 per month additional
After 20 years service	80.00 per month additional
After 25 years service	90.00 per month additional

Said longevity pay will be effective and paid the first pay period following entitlement based on the employee's individual anniversary date of employment.

#### ARTICLE 18

##### SAFETY EQUIPMENT AND CLOTHING

- 18.1 Any safety equipment, clothing or other safety devices required by the City, State or Federal Government, shall be furnished by the Employer at no cost to the employee with the

following exceptions and limitations:

- (A) In the event safety glasses be required by the above, the employer shall be responsible for the cost of such glasses as related to the safety portion only.
  - (B) The Employer, in the event of safety shoes being required shall be responsible for the cost of such shoes on the original or a replacement basis.
  - (C) No employee shall be required to operate any vehicle, appliance or tool that is not in safe operating condition or is not equipped with the safety devices prescribed by applicable law.
- 18.2 A uniform allowance of \$250.00 per year for the Firemen shall be made available for each employee required to wear a uniform.
- 18.3 The Employer agrees to reimburse the employee up to \$50.00 per item per occurrence for property of the employee's that is damaged while the employee is on the job.

The reimbursement will be made to the employee after:

He has notified the Fire Chief of the damaged item;

He presents a receipt to the City Administrator's office showing that the damaged item has been replaced.

## ARTICLE 19

### WAGE SCHEDULE AND JOB CLASSIFICATION

- 19.1 The Employer agrees that the hourly rate of no regular employee shall be reduced during the Contract year, except as otherwise provided in this Agreement, nor shall such employee be reclassified for the purpose of defeating this Agreement, but the City shall have the right to reclassify an employee by reason of physical or mental disability resulting in inability to perform assigned duties, except where an employee is substituting at a higher classification or a reasonable operation and then return to their regular classification.
- 19.2 Rates of pay shall be listed on Wage Rates Appendix "A" attached to this contract.

**ARTICLE 20**  
**MISCELLANEOUS**

- 20.1 Personnel Records - Personnel records shall be maintained by the office of the City Administrator on each employee. A report of the employee's sick-leave and vacation standing shall be made to them two (2) times a year. All step increases shall be based on longevity and raises shall be recorded as to their effective date with hourly rate calculated and recorded, in the employee's personnel file.
- 20.2 Separation Benefits - Shall mean any vacation or holiday earned time at the time of resignation. Such benefits shall not be paid to the employee and must be used before separation.
- 20.3 Final check shall be issued no later than the next regular payday following separation.
- 20.4 City will keep the employees and the Union posted as to any personnel policy changes of which may be subject to grievance procedure.
- 20.5 Job Requirements - Must be neat and of good character.
- 20.6 All employees must have a telephone and list their number with their Department if not publicly listed.
- 20.7 All employees must possess a chauffeur's license.
- 20.8 Suspension orders shall be issued in writing by Department Head with copies to the City Administrator and Union and filed into the Personnel File of that individual. Department Heads are required to enforce the above.
- 20.9 Death Benefit -- The City shall pay a sum equal to the employee's base salary for the preceding contract year to the employee's designated beneficiary, if the employee is killed in the line of duty. The City shall be subrogated to the extent of any payments made hereunder by any party or parties who caused the death of the decedent to the heirs or representatives of the decedent.
- 20.10 The Fireman under this Agreement shall receive Ten Dollars (\$10.00) per month food allowance to be paid half in July and half at the end of December of the contract year.
- 20.11 The City will pay the difference between the cost of a series of Hepatitis 'B' inoculations and the portion that the insurance pays for firefighters represented by Firefighters Local #1663.

## ARTICLE 21

### DISCRIMINATION

- 21.1 Employer shall not discriminate against any employee or application because of race, sex, color, age, creed, religion, nationality, membership in the Union or Disabled. After disabled individual is employed, the Employer shall not be required under the Iowa Code to promote or transfer such disabled person to another job or occupation unless prior to such transfer such disabled person by training or experience is qualified for such job occupation. The City and Union will comply with the provisions of the Americans with Disabilities Act (ADA).

## ARTICLE 22

### TERM OF AGREEMENT

- 22.1 This Agreement shall be in full force and effect from July 1, 2007 to and including June 30, 2010.
- 22.2 During the term of this contract it may be reopened if both parties agree.
- 22.3 This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks a modification thereof. The party seeking modification shall cause a written notice to be served on the other party between August 15th and September 15th of the year prior to the time when modification is desired.



**APPENDIX A**  
RATE PER MONTH

**Firefighter w/FF1**

July 1, 2007 through June 30, 2008

<u>Start</u>	<u>Over 1 Year</u>	<u>Over 2 Years</u>	<u>Over 5 Years</u>	<u>Over 10 Years</u>
2185.25	2264.38	2297.26	2546.82	2797.59

July 1, 2008 through June 30, 2009

<u>Start</u>	<u>Over 1 Year</u>	<u>Over 2 Years</u>	<u>Over 5 Years</u>	<u>Over 10 Years</u>
2250.80	2332.31	2366.18	2623.22	2881.52

July 1, 2009 through June 30, 2010

<u>Start</u>	<u>Over 1 Year</u>	<u>Over 2 Years</u>	<u>Over 5 Years</u>	<u>Over 10 Years</u>
2318.33	2402.28	2437.16	2701.92	2967.97

**Firefighter w/FF2**

July 1, 2007 through June 30, 2008

<u>Start</u>	<u>Over 1 Year</u>	<u>Over 2 Years</u>	<u>Over 5 Years</u>	<u>Over 10 Years</u>
2227.85	2307.00	2327.69	2577.26	2828.03


July 1, 2008 through June 30, 2009

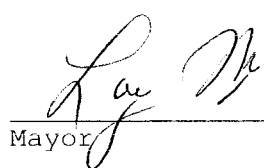
<u>Start</u>	<u>Over 1 Year</u>	<u>Over 2 Years</u>	<u>Over 5 Years</u>	<u>Over 10 Years</u>
2294.68	2376.21	2397.52	2654.57	2912.87

July 1, 2009 through June 30, 2010

<u>Start</u>	<u>Over 1 Year</u>	<u>Over 2 Years</u>	<u>Over 5 Years</u>	<u>Over 10 Years</u>
2363.52	2447.50	2469.44	2734.21	3000.26

Signed this 28 day of February, 2007.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
City Administrator